

**DRAFT OPERATING PLAN**

<b>INTRODUCTION.....</b>	<b>1</b>
<b>1) RESPONSIBILITIES .....</b>	<b>1</b>
A) CONCESSIONER .....	1
B) ZION NATIONAL PARK .....	1
<b>2) GENERAL OPERATING STANDARDS AND REQUIREMENTS.....</b>	<b>2</b>
A) SCHEDULE OF OPERATION.....	2
B) RATE DETERMINATION AND APPROVAL PROCESS.....	2
C) PURCHASING .....	3
D) EVALUATIONS .....	3
E) GENERAL .....	5
F) HUMAN RESOURCES MANAGEMENT .....	9
G) RISK MANAGEMENT PROGRAM.....	11
<b>3) UTILITY RESPONSIBILITY .....</b>	<b>11</b>
A) CONCESSIONER RESPONSIBILITY.....	11
B) NATIONAL PARK SERVICE RESPONSIBILITY .....	12
<b>4) PROTECTION AND SECURITY .....</b>	<b>12</b>
A) CONCESSIONER SECURITY PERSONNEL .....	12
B) THE NATIONAL PARK SERVICE .....	12
C) FIRE PROTECTION .....	12
D) EMERGENCY MEDICAL CARE.....	13
E) PHYSICAL SECURITY.....	13
<b>5) PUBLIC RELATIONS.....</b>	<b>13</b>
A) REQUIRED NOTICES .....	13
B) PUBLIC STATEMENTS .....	14
C) ADVERTISEMENTS AND PROMOTIONAL MATERIAL .....	14
<b>6) VOLUNTEERS IN PARKS (VIP) PROGRAM .....</b>	<b>14</b>
<b>7) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS.....</b>	<b>14</b>
A) LODGING.....	14
B) FOOD AND BEVERAGE SERVICE .....	17
C) MERCHANDISING .....	19
D) STEP-ON GUIDES.....	21
E) TRANSPORTATION.....	21
F) OPEN AIR TRAM.....	21
G) NON-PERSONAL INTERPRETIVE SERVICES.....	21
<b>8) REPORTING REQUIREMENTS.....</b>	<b>22</b>
A) CONCESSIONER OPERATIONAL REPORTS .....	22
B) CONCESSIONER FINANCIAL REPORTING.....	23
C) SUMMARY OF INITIAL AND RECURRING DUE DATES.....	24

## INTRODUCTION

This Operating Plan between \_\_\_\_\_ (hereinafter referred to as the “Concessioner”) and the National Park Service (hereinafter referred to as the “Service”) will serve as a supplement to Concession Contract CC-ZION003-09 (hereinafter referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities, referred to collectively as Concession Facilities, within Zion National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will control.

This plan will be reviewed annually by the Superintendent of Zion National Park in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions will be consistent with the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

### 1) **Responsibilities**

#### **A) Concessioner**

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the designated Concessions Facilities and required and authorized services within the Area;
- (2) Will employ a staff with the expertise and training to operate all services authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
- (4) Has the responsibility for implementing the policies and directives of the Service.

In the absence of the general manager, the Concessioner will designate an acting general manager.

#### **B) Zion National Park**

The Superintendent of the Area is the Area manager with responsibility for all Area operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for all commercial services;
- (3) Review and approval of all changes to facilities; and

- (4) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

## **2) General Operating Standards and Requirements**

### **A) Schedule of Operation**

The Concessioner will provide the required services for Area visitors on a year-round basis. Ninety days prior to requested implementation of a change in operating schedules, the Concessioner annually will submit a schedule of proposed opening and closing hours. The usual peak operating season will run from April to November. The Service will approve the exact opening and closing hours each year in writing 45 days prior to implementation. The Service will give reasonable notice in writing of any schedule changes it may initiate.

### **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The Service will judge reasonableness of rates based upon current concession management guidelines. Rate approval methods are subject to change. The Service will consider alternative rate setting methodology to reflect substantial changes in service quality and expenditures. The currently approved rate method is comparability for all services and facilities except for the following:
- (a) Merchandise, including gifts and souvenirs, are approved in accordance with the National Park Service Competitive Market Declaration (CMD) guidelines. The Service will approve prices for convenience store items based on Service-provided markup percentages.
  - (b) The Concessioner will submit all rate requests for food and beverage service in accordance with Service guidelines according to the Core Menu Method. After the Concessioner and Service establish an initial core menu, only those core menu items regularly on the menu are subject to comparability analysis. The Concessioner will not include non-core items on the rate requests, but the Service will review those items for menu approval. All menus are subject to Superintendent's approval prior to finalization.
- (2) *Request Submittal for Rate Determination and Approval Process.* The Concessioner will submit all requests for rate changes in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates, and customer notification. The rate requests will include support by established criteria and comparable data. The current National Park Service Rate Approval Guidelines outline the information the Concessioner must include in the request. The Service will evaluate rates once per year, using comparables it selects, unless extenuating circumstances require reevaluation. The Service will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment.

(3) *Rate Approval*

- (a) *Approval Timing.* The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 45 days of receiving the rate request submittal. If a longer response period is needed, the Service will inform the Concessioner of the altered response date.
  - (b) *Approved Rate Posting.* The Concessioner must make approved rates for goods and services available to visitors. The Concessioner will prominently post all rates for goods and services provided to the visiting public, including room rates posted in each room.
- (4) *Rate Compliance.* The Service periodically will conduct on-site comparability studies with follow-up telephone calls to update rate information in accordance with current concessions rate reviews. The Service will check rate compliance during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.
- (5) *Reduced Rates for Federal Government Employees.* Reduced rates for federal government employees on official business will be part of the approved rate schedules.

**C) Purchasing**

- (1) *Competitive Purchasing.* The Concessioner may purchase from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
- (2) *Discounts.* The Concessioner will take advantage of all available trade, cash and quantity discounts and rebates. Depending on the method of rate approval, the Concessioner will pass these savings through to the consumer.
- (3) *Environmental.* The Concessioner will purchase environmentally friendly products whenever available and feasible. The Concessioner will develop a list of environmentally friendly (i.e., “green”) products and acceptable alternatives for use in all of their operations and will provide the list to the Service for review and for information purposes.

**D) Evaluations**

The Concessioner will manage operations and service to ensure the protection of resources, compliance with public health and safety requirements, and provide satisfactory services and accommodations for the Area visitor within the assigned areas of responsibility. The Concessioner’s operation of accommodations, facilities, and services authorized by the Contract will conform to the evaluation standards set forth in the current National Park Service Concession Management Guidelines. The Service’s evaluation of facilities and services is a component of the Concessioner’s annual overall rating.

The Service and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental compliance, impacts on cultural and natural resources, integrated pest management policies, identified maintenance and operating deficiencies, and visitor satisfaction and concerns.

The Concessioner will meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will correct deficiencies and complete abatement plans within dates assigned by the Service.

- (1) *Periodic Evaluations.* The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to operational standards. The Service will contact managers at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (2) *Area Annual Report.* The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.
- (3) *Health and Safety Inspections*
  - (a) *Concessioner Safety Inspection.* The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Program. The Concessioner will conduct health and safety inspections in employee housing areas. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
  - (b) *Service Safety Inspections.* The Service may periodically conduct a comprehensive safety and occupational health evaluation of all concession operations and facilities in addition to the review of the Concessioner's Risk Management Program.
- (4) *Public Health Inspections.*
  - (a) A representative of the U.S. Public Health Service will conduct periodic inspections.
  - (b) The Concessioner will demonstrate a commitment to visitor safety by planning for safe food storage, handling and preparation. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan or incorporated into existing business/operating plans.
- (5) *Fire Inspections*
  - (a) *Service Responsibilities.* The Service may conduct fire safety inspections at its discretion over the course of the contract term and contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.
  - (b) *Concessioner Responsibilities.* The Concessioner will have a qualified professional perform interior and exterior fire inspections of all Concession Facilities within 30 days after the effective date of the Contract and on an annual basis thereafter. The Concessioner must maintain written records, verifying the

completion of such inspections, and make the records available to the Service upon request. The Concessioner will conduct routine fire drills of Concession Facilities as required by its Risk Management Program. The Concessioner will perform inspections in accordance with applicable Director Orders (such as DO 58).

- (c) The Concessioner will routinely test, repair, and replace all smoke detectors as needed. The Concessioner must have trained personnel to test, reset, winterize, and ensure that fire protection system is operational each spring and throughout the season. The Concessioner will have a night watchman on staff year-round. The Concessioner will maintain and routinely test guest unit entrance and sliding glass door locking devices to ensure effectiveness.
- (6) *Visitor Comments.* The Concessioner will make Service-approved comment cards available to visitors to measure service and quality standards, product mix, pricing, and overall Area experience. The Concessioner must have an adequate inventory of comment cards available at appropriate locations within its facilities at all times.
  - (a) The Concessioner will investigate and respond to all visitor complaints regarding its services. The Concessioner will provide copies of visitor comments that allege misconduct by concession or NPS employees, pertain to the safety of visitors or Service employees, or concern the safety of Area resources to the Service upon receipt.
  - (b) The Concessioner will forward to the Superintendent by the 15th day of each month, a summary of all comments and/or complaints received on comment cards or any other form of documentation.
  - (c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The Concessioner will forward a copy of responses to the Superintendent, and a copy of any Service response will be forwarded to the Concessioner.
- (7) *Environmental Audit.* The Service's Environmental Audit Program evaluates Concessioner Facilities and operations with respect to environmental compliance and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines and in conformance with the Concessioner's EMP.

## **E) General**

- (1) *Facilities Use.* The Concessioner may use the Concession Facilities only for activities or services that directly and exclusively support the visitor services required or authorized by this Contract unless otherwise approved in writing by the Superintendent.
  - (a) *Quiet Hours.* The Concessioner will enforce quiet hours between the hours of 10 p.m. and 6 a.m. in all Concession overnight facilities including the concession employee housing areas.

- (b) Smoking Policy. Smoking is prohibited in all Concession buildings. There will be no smoking within 25 feet of any entrances of Concession buildings.
  - (c) Auditorium. The Service has primary access to the Zion Lodge Auditorium. The Concessioner will schedule use of the auditorium only with the approval of the Service.
  - (d) Lawn. The Concessioner will make the Service aware of proposed group (25 and above) use of the lawn area.
  - (e) The Concessioner may locate only those management offices in the Area necessary to support the Concessioner's operations in the Area.
- (2) *Facility Reservations.* The Concessioner will use a central computerized reservation system capable of accommodating requests for all services for which the Concessioner offers reservations. The Concessioner will accept reservations on a 366-day forward rolling basis.
- (a) Staff. The Concessioner will provide adequate staff in the reservations office on a year-round basis and will increase staff, if necessary, to meet the need during peak periods. The Concessioner must identify a contact person responsible for the reservation system.
  - (b) Reservation Services. Reservation services will be available, at a minimum, via toll-free telephone, mail, fax, Internet, and well-marked publicly-available reservation phone in the visitor center.
  - (c) Deposits/Refunds. The deposit requirement and refund policy is part of the rate approval process. The Concessioner will include the policy in all accommodation brochures, websites, and reservation confirmations.
    - The Concessioner may require a deposit to hold a reservation and will accept cash, check, money order, or major credit card for such purpose.
    - The Concession will process refunds within two weeks of cancellation.
    - Cancellations. If a cancellation is made prior to seventy-two hours of the reservation date, the Concessioner will refund the deposit in full less an administrative fee. The Concessioner will submit its administrative fee schedule with each rate request. If a cancellation is made in less than seventy-two hours from the reservation date, the deposit may be forfeited. The Concessioner may request changes to the cancellation policy as part of its rate request.
  - (d) Confirmed Rates. The Concessioner will honor rates quoted at time of reservation.
- (3) *Lost and Found.* The Concessioner will establish and provide an effective program for handling lost and found or unattended property in the Concession Facilities. This program will integrate with the Area's existing lost and found system. The Concessioner will provide the Service a written description of the rules for and method of implementing the initial lost and found program within 30 days of the

effective date of the Contract. The Concessioner will provide written changes to the program to the Service in advance of implementation.

- (4) *Credit Cards.* The Concessioner will honor government-issued credit cards and, at a minimum, American Express, MasterCard, Visa, and Discover. The Concessioner will accept debit cards.

(5) *Telephone Services*

- (a) *Public Pay Phones.* The Concessioner will provide full public pay phone service with the phones located at sites approved by the Superintendent. The Concessioner will check public phones regularly to ensure that they are in working order. The Concessioner will repair out-of-order phones within a reasonable time frame.
- (b) *Telephone Charges.* The Concessioner will provide public access to long distance services. The rate charged to guests for local calls must not exceed the current local pay phone charges. Rates charged to guests for long distance calls must be comparable to that charged by similar lodging properties in the market area. The Concessioner will submit these rates for approval in conjunction with the approval for lodging rates.

(6) *Vending*

- (a) *Vending Sources.* If provided, the Concessioner will locate vending and newspaper machines at convenient locations. All vending machines must feature a design and color that complement the aesthetics of the building and surroundings. The Concessioner must obtain the Service's approval of all machine locations and exterior aesthetics before placing the machines in Concession Facilities.
- (b) *Standards.* The Concessioner will keep all machines clean, properly stocked, and in good working condition. The Concessioner will ensure that machines are adequately illuminated but do not contribute to night light pollution.
- (c) *Out-of-service.* The Concessioner will place computer-generated signs on any vending machine that is temporarily out-of-service.
- (d) *Cigarettes.* The Concessioner may not offer cigarette vending machines.
- (e) *Internet access.* Internet access may be provided at sites, and at rates, to be approved by the Service.
- (f) *ATM.* If provided, the Concessioner will locate an automatic teller machine (ATM) at a site approved by the Superintendent.

(7) *Vehicles*

- (a) *Licensing, Insurance, Maintenance and Registration.* The concessioner will ensure that all vehicular equipment used by the Concessioner is properly registered, licensed, insured, and maintained in accordance with Applicable Laws.



- (b) Concessioner Parking. The Concessioner and its employees will only use Service-approved designated areas to park and store vehicles and equipment in a safe, organized manner.
  - (c) Identification. The Concessioner will discreetly identify its vehicles with the company name and logo.
- (8) *Interaction with Wildlife.* The feeding of wildlife within the Area is prohibited. The Concessioner will not encourage nor inadvertently facilitate the feeding of wildlife at any facility within its land assignment by displaying food in such a manner that may imply approval of the feeding of wildlife. The Concessioner will completely control and contain all food supplies and waste materials and containers, within the Concession Facilities, in order to avoid attracting wildlife.
- (9) *Employee Housing, Food and Recreation Programs*
- (a) The Concessioner will provide housing, food, and recreation programs for its employees. The Concessioner will provide adequate cooking and food storage facilities where appropriate. The Concessioner will ensure that food storage facilities are vermin-proof and that preventative measures are in place for Hantavirus.
  - (b) The Concessioner will manage its housing rental and food account on a cost-recovery basis, and not as a profit center.
  - (c) The Concessioner will designate a supervisor for employee housing and provide the supervisor's name and contact information to the Superintendent.
  - (d) The Concessioner will not allow pets in shared housing. The Concessioner may allow up to two pets in RV housing. Employee pet owners are subject to the same pet restrictions as Area visitors, which are set forth under the provisions of 36 C.F.R. § 2.15 and in the Superintendent's Compendium.
  - (e) The Concessioner will assign no more than four occupants per dorm room and must furnish employee rooms adequately to serve the number of occupants.
  - (f) The Concessioner's employee food service will provide a high-quality, well-balanced, varied food assortment accommodating a variety of diets, including vegetarian. The Concessioner will provide food service to accommodate employee work schedules.
  - (g) The Concessioner will notify the Area dispatch center of abandoned vehicles within its assigned areas, which may include employee vehicles. The Concessioner will make arrangements to have vehicles towed in accordance with Area standard operating procedures. The Concessioner will pay the towing costs.
  - (h) The Concessioner will inform employees residing in the Concessioner's employee housing area of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
  - (i) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the review of the Superintendent. The

employee housing agreement will specify housing and meal rates for employees, deposit and refund policies, and assignment policies.

- (j) The Concessioner must designate a smoking area for its employees near the dormitory area subject to approval by the Superintendent.
- (k) Employee Recreation Program. The Concessioner will offer a variety of appropriate recreational activities for its employees. The Concessioner will submit a description of the planned activities for the following year to the Superintendent for review.

#### **F) Human Resources Management**

- (1) *Employee Identification and Appearance.* At a minimum, the Concessioner will issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. The Concessioner will collect the identification cards upon termination of employment or at the end of the season for seasonal employees. The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with their personal nametags. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude. At the beginning of this Contract, the Concessioner will obtain the Superintendent's approval of the uniforms. Thereafter the Concessioner will obtain the Superintendent's approval for any changes.
- (2) *Check-in and Check-out Procedures.* The Concessioner will implement and utilize a standardized check-in and check-out system for every employee. The Concessioner will advise the Concessions Management Office of any employee identification cards, vehicle stickers or gate cards that are not turned in when an employee checks out.
- (3) *Transportation of Employees in Certain Circumstances.* The Concessioner will develop and submit to the Service within 90 days of effective date of the Contract, a written policy which describes how the Concessioner will transport out of the Area, and to public transportation, any concession employee (and their personal property) who has been terminated. The plan will also describe how the Concessioner will transport employees to and from a medical facility. The plan is subject to Superintendent approval.
- (4) *Area Gate Cards*
  - (a) The Concessioner will contact the Contracting Office to purchase Area gate cards.
  - (b) All gate cards remain accountable property of the U.S. Government and will be surrendered upon termination of employment. The Concessioner will notify the Concessions Management Office of any gate cards that are not accounted for.
- (5) *Employee Hiring Procedures*
  - (a) General Manager. The general manager will have an extensive background as a general manager of a multi-disciplinary resort in the hospitality industry.
  - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. The

Concessioner will meet all applicable requirements of the U.S. Department of Labor.

- (c) **Drug-free Environment.** The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. The Concessioner will ensure that those employees who are in safety sensitive and supervisory positions will participate in an appropriate drug-testing program. If an incident of Concessioner employee testing positive for illegal drug use occurs, the Concessioner will promptly report to the Superintendent the drug use and subsequent action taken. If the Concessioner finds evidence of illegal drug use/possession/distribution within the Area they are to immediately contact the Area dispatch center of the incident.
- (d) **Background Checks.** The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner may coordinate with the Service to assist in securing background information prior to hiring new employees. The Concessioner will make appropriate hiring decisions in consideration of the information obtained. The Concessioner will provide the Area Dispatch office with employee name, date of birth and social security number within 48 hours of the employee starting work within the Area.
- (e) **Driver Requirements.** Drivers of all Concessioner vehicles will have a valid state operator's license for the size and class of vehicle being driven. The drivers also must comply with any additional Utah requirements for the type of vehicle driven or number of passengers carried.
- (f) **Area Employees.** The Concessioner will not employ in any status a Service employee, his/her spouse, or minor children of Service employees without the Superintendent's prior written approval.

*(6) Training*

- (a) **Safety.** The Concessioner will train its employees according to the training requirements in its Risk Management Plan.
- (b) **Job Training and Orientation.** The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
- (c) **Hospitality Training.** The Concessioner will provide hospitality training for employees who have direct visitor contact.
- (d) **Sanitation Training.** The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the current edition of the U. S. Public Health Service Food Code.

- (e) Environmental Training. The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.
- (f) Employee Handbook. The Concessioner will provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Service. The Concessioner will provide a copy of all employee handbooks to the Service for a 30-day period of review and approval prior to distribution to employees to ensure consistency with all Area rules and regulations. When the handbook is updated, the concessioner will forward a copy to the Area.
- (7) *Employee Conduct*. The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take such actions as are appropriate to fully correct any such situation.

#### **G) Risk Management Program**

The Concessioner will develop and maintain a Risk Management Plan to implement an appropriate safety program. The Concessioner will develop and submit an initial plan to the Area within 60 days of the effective date of this Contract. The concessioner will submit the plan for review and approval by the Service annually. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures
- (8) Monthly Safety Report to Chief, Concessions Management

### **3) Utility Responsibility**

#### **A) Concessioner Responsibility**

- (1) The Concessioner will contract with independent suppliers to provide utility services not provided by the Area. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner must promptly pay for electricity, fuel, refuse collection, telephone, sewage disposal, water, or any other utility or service, whether provided by a governmental authority, public, or community service company.

- (3) The Concessioner will conserve energy, water, and other resources through policies, programs, goals, metrics, and technology.

#### **B) National Park Service Responsibility**

- (1) The Service will provide water and sewage services to the Concession Facilities. The Service will charge on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing 60 days prior to implementation.
- (3) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

#### **4) Protection and Security**

##### **A) Concessioner Security Personnel**

- (1) *Security.* The Concessioner will assume security responsibilities for the employee housing area to handle in-house employee issues and to check Concession Facilities for security purposes on a 24-hour, 7-day per week schedule. Concessioner-employed security personnel will enforce the Concessioner's employee policies and housing regulations.
- (2) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms.
- (4) *Reporting of Criminal Violations:* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to the Zion National Park Dispatch Center at (435) 772- 0178 or by calling (435) 772-3322 or 911 if the center is closed.

##### **B) The National Park Service**

The National Park Service has proprietary jurisdiction on all Area lands and all facilities.

##### **C) Fire Protection**

The Service and the Concessioner provide fire protection jointly, with primary responsibility lying with the Service.

###### *(1) Concessioner*

- (a) Fire prevention and protection will be primary considerations in all Concession Facilities.
- (b) The Concessioner will ensure that all Concession Facilities meet Applicable Laws and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with appropriate National Fire Protection Association standards.

- (c) The Concessioner will designate a structural fire manager to ensure the Concessioner's compliance with its responsibilities.
- (d) The Concessioner may allow employees to participate as a volunteer in the Area or Springdale Fire Department and participate in available training.
- (2) *National Park Service.* The Service provides emergency response fire protection services to the Concessioner.

#### **D) Emergency Medical Care**

- (1) *Emergency Medical Care.* The Area provides emergency response medical services.
- (2) *Training*
  - (a) The Concessioner will allow its employees to attend emergency medical training, including cardio pulmonary resuscitation (CPR), automatic external defibrillator (AED) and first aid courses provided in the local area.
  - (b) The Concessioner will train all concession employees in proper emergency reporting procedures and how to provide essential information, e.g., a call back number at their location. The Zion National Park Dispatch Center will dispatch rangers and emergency personnel.
- (3) *Points of Contact to Report Medical Emergencies.* All medical emergencies will be reported to the Zion National Park Dispatch Center at (435) 772-0178 or (435) 772-3322 or 911 if the center is closed.
- (4) The Concessioner will be required to have at least one AED located at the Front Desk at the Zion Lodge. The Concessioner will maintain the AED. The Concessioner will ensure front desk and security personnel are trained in use of the AED.

#### **E) Physical Security**

The concessioner will provide a Physical Security Plan for approval by the Superintendent. The plan will address appropriate intrusion/panic alarms, safeguarding of funds, and video surveillance/recording of central areas where funds are secured and remits prepared.

### **5) Public Relations**

#### **A) Required Notices**

The Concessioner will prominently post the following at all Concessioner cash registers and payment areas:

This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service. Please address comments to: Superintendent

Zion National Park  
State Route 9  
Springdale, UT 84767-1099

**B) Public Statements**

The Concessioner will forward all media inquiries concerning operations within the Area to the Area's Concessions Management Office or Public Information Office.

**C) Advertisements and Promotional Material***(1) Promotional Material*

- (a) Approval. The Concessioner must obtain the Superintendent's approval for all promotional material prior to any Concessioner use including publication, distribution, and broadcast, etc. The Concessioner will contact the Concessions Management Office well in advance to establish specific time frames for review of new projects or major changes to existing materials. The Superintendent may require the Concessioner to remove from circulation any unapproved promotional material.
- (b) The Concessioner may only distribute promotional material within the Concession Facilities that provides information about services and facilities available within the Area.
- (c) Changes. The Concessioner must submit brochure text and layout changes to the Superintendent for review and approval at least 30 days prior to projected need/printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days after receiving the request from the Concessioner.

*(2) Statements*

- (a) Authorization. All advertisements must include a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Zion National Park.
- (b) Equal Opportunity. Advertisements for employment must state that the company is an equal opportunity employer.

**6) Volunteers in Parks (VIP) Program**

The Concessioner may allow its employees to participate in the Volunteers in Parks (VIP) program. More information on the Area VIP program can be found at [www.nps.gov/zion](http://www.nps.gov/zion).

**7) Specific Operating Standards And Requirements**

The Concessioner will provide all services in a consistent, environmentally sensitive, quality manner. Standards provided by current NPS concession management guidelines are Service minimums and the Service expects the Concessioner to exceed these standards. The Concessioner must monitor its operations to ensure it meets quality standards.

**A) Lodging***(1) General*

- (a) Non-Smoking Rooms. All rooms will be non-smoking and the Concessioner will inform guests of this in all advertising, at check-in, and on the Concessioner's website.
- (b) Guest Room Security. Each guest unit door must have both a primary lock and a secondary deadbolt lock. Each door to a connecting room must be equipped with a deadbolt lock.
- (c) Guest Room Cleanliness. At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays or upon request, and with daily maid service for multiple-night stays if requested. Fresh linens and bathroom supplies must be available upon request.
- (d) Information Packet. At a minimum, each guest room will include information outlining facilities and services and activities available throughout the Area. The information packet is subject to the review and approval by the Superintendent.
- (e) Televisions. The Concessioner will not provide televisions as a part of furnishings in guest rooms. Upon request, the Superintendent may make exceptions to this policy.

*(3) Zion Lodge Motel Rooms*

- (a) Maximum Required Inventory: 76 units, 304 pillows
- (b) Standard. All rooms will have the following minimum amenities:
  - Telephone
  - Hairdryer
  - Glasses (glass, rather than plastic) and ice bucket
  - Bulk soap and shampoo dispensers
  - Hand lotion (soap and shampoo upon request)
  - Alarm clock
  - Luggage rack
  - Towel service that correlates to the number of pillows (two extra pillows in each room)
  - Coffee pot (ceramic mug (2) rather than plastic), condiment package (sugar, creamer, napkins, stir stick)
  - Night light in bathroom
  - One extra blanket per bed
  - Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)
  - Rollaway beds and cribs available upon request

*(4) Zion Lodge Western Cabins*



(a) Maximum Required Inventory: 40 units, 239 pillows

(b) Standard. All rooms will have the following minimum amenities:

- Telephone
- Hairdryer
- Glasses (glass, rather than plastic) and ice bucket
- Coffee pot (ceramic mug (2) rather than plastic), condiment package (sugar, creamer, napkins, stir stick)
- Night light in bathroom
- One extra blanket per bed
- Bulk soap and shampoo dispensers
- Hand lotion (soap and shampoo upon request)
- Alarm clock
- Luggage rack
- Towel service that correlates to the number of pillows (two extra pillows in each room)
- Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)

*(5) Zion Lodge Suite*

(a) Maximum Required Inventory: 6 units, 18 Pillows

(b) Standard. All rooms will have the following minimum amenities:

- Telephone
- Hairdryers
- Glasses (glass, rather than plastic), ice buckets, and wine glasses
- Coffee pot (ceramic mug (2) rather than plastic), condiment package (sugar, creamer, napkins, stir stick)
- Night light in bathroom
- One extra blanket per bed
- Bulk soap and shampoo dispensers
- Hand lotion (soap and shampoo upon request)
- Alarm clock
- Luggage racks
- Towel service that correlates to the number of pillows

- Iron and ironing board available upon request (irons must be equipped with automatic shut-offs)
- Rollaway beds and cribs available upon request
- Refrigerators (refrigerators will be turned off when not in use)

(6) *Front Desk Operations.* A front desk agent must be available for guest services at a minimum from 6:00 AM through 10:00 PM, 7 days a week, including holidays.

## B) Food and Beverage Service

(1) *General*

- (a) Facility Use. The Concessioner will not use Concession facilities to provide catering services outside the Area without the prior written approval of the Superintendent.
- (b) Menus. All menus will maintain a price range that accommodates the general range of Area visitors. The Concessioner will offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, heart healthy entrees, light eater's entrees, and children's menus. The Concessioner will follow the Area's core menu items (an example core menu is included as Attachment A to this Operating Plan).
- (c) Food Safety Certification. The Concessioner will have at least one full-time certified food safety manager on duty during kitchen operations. The Concessioner will ensure that all appropriate employees will have a ServSafe Food Protection Manager certificate from the National Restaurant Association or an equivalent certification from a comparable organization.
- (d) Liquor Laws. The Concessioner will have at least one full-time manager that has attended a liquor law training program. The Concessioner will train appropriate employees in the responsible practices of serving and selling alcoholic beverages.
- (f) Public Health. All food preparation and dishwashing will conform to U.S. Public Health Code requirements.
- (g) Product Availability. Items listed on menus and menu boards will be available during the entire serving period.
- (i) To the extent possible, appropriate, and feasible, the Concessioner will encourage the purchase of regionally grown and environmentally friendly products, e.g., shade grown coffee, Wild Alaska salmon, local or regional conservation meat.
- (j) Product Specifications. To the degree possible, the Concessioner will purchase locally and regionally produced products. The Concessioner will use the following specifications as a guide when purchasing products:
  - Meat
    - ◆ Beef USDA Prime and Choice
    - ◆ Pork USDA Number 1
    - ◆ Veal USDA Select and Choice

- ◆ Lamb USDA Prime Choice
  - ◆ Poultry USDA Grade “A” for all graded fresh or frozen poultry and poultry products as a minimum specification
- Seafood
  - ◆ Frozen fish must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of Agriculture.
- Dairy
  - ◆ Eggs Fresh USDA or State Graded “A”
  - ◆ Butter USDA Grade “A” (92) Score
  - ◆ Cheese USDA Grade “A” for all graded cheeses
  - ◆ Milk and Milk Products USDA Grade “A” Fresh
- Produce USDA Grade “A”
- Dry Stores Grade “A” Fancy
- Canned Goods Grade “A” Fancy

*(2) Zion Lodge Dining Room Operating Standards*

- (a) The dining room capacity is currently authorized at 240 seats and the number shall not be expanded without the prior written consent of the Service.
- (b) Management. The Concessioner will ensure that a manager or other key personnel are visible in the restaurant during peak service hours.
- (c) The Lodge dining room will be operated at a facility and service standard level that approximates a casual dining facility designation as classified by the AAA.
- (d) The dining room will provide full menu service for three meals daily.
- (e) Beer and wine alcoholic beverage service will be available for lunch and dinner.
- (f) Guests will be seated and served promptly.
- (g) Special events, receptions, banquets, and groups may be hosted in the restaurant as long as the general public is not displaced.
- (h) Reservations may be accepted for lunch and dinner.

*(3) Zion Lodge Snack Bar Operating Standards*

- (a) The snack bar will be defined as a quick service facility in accordance with AAA standards.
- (b) The Concessioner will determine the hours and dates of operation and will submit them to the Service for review and written approval prior to the operating season.
- (c) During the operating season, the Concessioner will operate the snack bar for lunch and dinner daily. The Concessioner may operate for breakfast.

- (d) Disposable paper products and plastic utensils will be acceptable. Styrofoam plates and cups are not acceptable.
- (e) The Concessioner is responsible for trash disposal and cleanliness in the patio area.
- (4) *Coffee Bar.* The Concessioner will operate a coffee bar in the lobby of the Lodge. The coffee bar will offer a suitable choice of coffees and associated products at a rate approved by the Service in advance of the coffee bar's initial operation. After operation begins, the coffee bar items may be added to the Area's core menu at the Superintendent's discretion.

### **C) Merchandising**

#### *(1) General*

- (a) The Concessioner will feature a broad range of gifts and souvenirs to provide visitors with opportunities to buy inexpensive as well as fine art items.
  - (b) The Concessioner will prominently display items of interpretive value and general value in natural, cultural, and environmental education. Wherever possible and appropriate, the Concessioner will attach informational tags or shelf signs to the sales items to show the item's relationship to Area themes.
  - (c) The Concessioner will actively seek and prominently display handicraft items representing Area and regional themes, including handicrafts and hand crafted items by local and Native American artists. Some handicrafts and hand crafted items offered for sale will focus specifically on the Native American groups who have a cultural association with the Area. The concessioner will physically separate handicrafts and hand crafted items from "western goods" that may appear to the visitor to be Native American in origin.
  - (d) The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of United States handicrafts and Native American hand crafted items in accordance with Service policy. These records will provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handicraft and hand crafted items for which it claims exception to franchise fee.
- (2) *Merchandise Plan.* The Concessioner will develop and implement a merchandise plan based on the Area's Gift Shop Mission Statement, and submit the plan to the Superintendent for review and approval within 90 days following the effective date of the contract. The Concessioner will incorporate the merchandise plan into the operation of all merchandise areas. A draft Gift Shop Mission Statement applicable to this concession contract is included as Attachment B to this exhibit.

#### *(3) Items Available for Sale*

- (a) *Gifts and Souvenirs.* The gift shop will offer items that have a direct relationship to Zion National Park, its environs, history, or other related natural or cultural topics. This will provide visitors with opportunities to buy memorabilia of their visit while at the same time obtaining information or educational messages related

to the Areas' resources. The concessioner will carry some merchandise exclusive to the location. The Superintendent has the right to review and approve all merchandise sold in the Area. The Superintendent may determine certain items inappropriate and unacceptable for sale.

- (b) Convenience Items, Sporting Goods and Recreational Equipment. The Concessioner will carry a selection of convenience items, sporting goods, recreational equipment, and clothing to meet the needs of visitors who may have forgotten items, need additional items for personal safety, or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items which represents a range of price and quality levels. The Concessioner must request and receive permission from the Service for any sale of insecticides and pesticides.

- (c) The Concessioner will not sell:

- Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, or items that reflect a lack of concern for the environment or a culture, or items of religious overtones.
- Archaeological specimens.
- Plant materials and other natural materials from National Park Service units.
- Certain plant materials (e.g., wild seed mix) that are not native to the National Park Service unit.
- Animal skins or parts of animals obtained illegally or from threatened or endangered species. These items also may not be incorporated into merchandise or used in displays.
- Articles that are mislabeled as to character or origin, or otherwise misrepresented.
- Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.
- Tobacco products.
- Toy firearms.
- Fossils or other inappropriate earth products.
- Items that contain inaccurate or misleading information.
- Items that promote prohibited activities such as collecting plants, insects, rocks, etc.
- Reproduction artifacts or specimens (projectile points, fossil casts, etc.) that are not clearly labeled as such.

- (d) Sale of Specimens. Merchandise sales outlets will display the following message at a prominent location within the store, such as at the register: "The natural materials – rocks, plants, animal products – featured in some of our merchandise

come from legally authorized sources obtained outside National Park Service areas.”

#### **D) Step-on Guides**

- (1) Step-on guide service is authorized, at rates to be approved by the Service. If offered, the Concessioner will comply with the requirements contained in Attachment C of this Operating Plan.
- (2) Concession employees who serve as guides to visitors will provide accurate and appropriate thematic programs on the area.
- (3) Step-on guides will attend Service interpretive training as made available by the Service.
- (4) The Concessioner will develop and submit to the Superintendent for approval its interpretive program.

#### **E) Transportation**

- (1) Transportation to and from trailheads and viewpoints are authorized, at rates and on a schedule as approved by the Superintendent.
- (2) *Vehicle Inspection Requirements.* The Concessioner will inspect each of its vehicles used for this service on a daily basis when in regular use. The Concessioner will retain records of each inspection. The Concessioner will correct all safety defects found before the vehicle resumes service. Such inspections will include, but not be limited to: brakes, steering, tires, doors, interiors (loose seats, loose/broken stanchions, flooring), lights, safety equipment (fire extinguisher, flares or triangles, emergency exits), leaks from gasoline, coolant, or other substances, visual inspections of emissions, wheelchair lifts and associated devices, dents, scrapes, and other body damage that may be considered a hazard to passengers. In addition, all vehicles are subject to random and unannounced inspections by the State of Utah and the Service.
- (3) *Radio Communication Guidelines.* All vehicles transporting visitors will maintain two-way radio contact with concession dispatchers. The Concessioner will ensure that supervisory staff is available to communicate with drivers as necessary.

#### **F) Open Air Tram**

- (1) *Area of Operation.* The Concessioner operated open-air tram will provide tours along a three-mile stretch of Zion Canyon between the Zion Lodge and the Temple of Sinawava, making two stops in between.
- (2) *Availability.* The tour will operate during daylight hours between April and October, and will be available only by reservation to organized groups.
- (3) *Rates.* The Superintendent will approve rates for the tour.
- (4) *Interpretive Services.* The tour will be narrated by a concession employee who provides park approved general information on geology, natural resources and cultural history.

#### **G) Non-Personal Interpretive Services**

- (1) *Non-Personal Interpretive Items.* The Concessioner will actively pursue a non-personal interpretive program. The Concessioner will explore a wide array of methods for conveying interpretive messages to visitors on Area-related themes and topics such as resource protection, appreciation of Area values, visitor safety, cultural history and Service goals. The Concessioner will provide such interpretive messages in retail, lodging, and food service facilities on a variety of items, including hangtags, receipts, menus, placemats, paper cups, and comment cards. The Superintendent will review and approve all interpretive materials for public distribution.
- (2) *Locations.* The Concessioner will incorporate park interpretive themes into the interior decors at retail, lodging, and food service facilities.
- (3) *Service Messaging* - The Concessioner will make available appropriate areas within the Concession Facilities, both interior and exterior locations, to post Service-generated interpretive and safety messages in various mediums, including bulletin boards.
- (4) *Maps and Guides.* The Concessioner will make Area information available at the lodging reservation desk and retail outlet counters.

## **8) Reporting Requirements**

### **A) Concessioner Operational Reports**

The Concessioner will provide report data in an MS Office-compatible electronic format. Upon request, the Concessioner will provide all supporting documentation for all operational reports to the Service.

#### *(1) General*

- (a) Management Listing. By March 1 of each year, the local general manager will provide the Concessions Management Office with a list identifying key concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers.
- (b) Incident Reports. The Concessioner will immediately report the following to an Area ranger or to the Zion National Park Dispatch Center at (435) 772- 0178.
  - Any fatalities or visitor-related incidents that could result in a tort claim to the United States or the Concessioner.
  - Any motor vehicle accident resulting in property damage, personal injury, or death.
  - Any other incident resulting in personal injury (requiring more than minor first aid treatment) or property damage exceeding \$300.
  - All suspected or known criminal violations.
  - Other incidents that may adversely affect Area resources (e.g., fires, hazardous material spills) or violate state and federal law.
- (c) Human Illness Reporting. The Concessioner is to promptly report information on all human communicable illnesses, whether employees or guests, to Service

dispatch. Initial reports may be made by telephone. A suspected outbreak of human illness in two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. When in doubt, report the illness. The US Public Health Service Sanitarian may inspect this information, along with other information received.

*(2) Financial, Visitor Use and Operational Statistics*

- (a) The Concessioner will maintain a management information system to provide the Service with monthly visitor use, operational statistics and financial information for each revenue-producing outlet by the 15<sup>th</sup> day of the following month. The statistics and information provided will be in a spreadsheet format agreeable to the Concessioner and the Service. In the event that a format cannot be agreed upon by both parties, the Service will specify the format. The following data will be included in the report:
  - (b) Overnight Lodging – Zion Lodge
    - Rooms available and occupied and average daily room rate
    - Market segmentation (i.e., individual leisure, tours, group, conference)
    - Total guest count
    - Average length of stay
  - (c) Food and Beverage – Zion Lodge
    - Number of covers served by breakfast, lunch, and dinner with corresponding revenues by food service establishment
  - (d) Merchandising
    - Revenue and number of transactions
    - Revenue by merchandise category (i.e., local handicraft, Native American handicraft, gifts and souvenirs, apparel, grocery, pre-packaged food)
  - (e) An annual summary report will be due 60 days after the end of the calendar year.

**B) Concessioner Financial Reporting**

In addition to the annual financial report (AFR) required in the Contract, the Concessioner must submit a Monthly Financial Report. Payments due to the Service will be made in accordance with Applicable Laws and best available technology feasible for the purpose.

**C) Summary of Initial and Recurring Due Dates**

The following table summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner. The Contract Maintenance Plan requires reports in addition to the reports listed below, which are listed and summarized in the Maintenance Plan.



SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
<b>Initial Requirements</b>			
Balance Sheet	Initial	Within 90 days of effective date of the Contract	Contract, Sec. 14 (c) (1)
Environmental Management Plan	Initial	Within 60 days of effective date of the Contract	Contract, Sec. 6 (b) (1)
Lost & Found Program	Initial	Within 30 days of effective date of the Contract	Operating Plan, Sec. 2 E (3)
Fire Inspection	Initial/ Annually	Within 30 days of effective date of the Contract	Operating Plan, Sec. 2 D (5)
Risk Management Plan	Initial/ Annually	Within 60 days of effective date of the Contract; Updates due by November 30 of preceding year	Operating Plan, Sec. 2 G; Contract 3(c)
Merchandise Plan	Initial	Within 90 days of effective date of the Contract	Operating Plan, Sec. 7 C (2)
Employee Transportation Plan	Initial	Within 90 days of effective date of the Contract and as amended	Operating Plan, Sec. 2 F (3)
Hiring Practices	Initial	Within 90 days of effective date of the Contract and as amended	Operating Plan, Sec. 2 F (5)
Physical Security Plan	Initial	Within 90 days of effective date of the Contract	Operating Plan, Sec. 4 E
Employee Housing Lease Agreement, and Employee Housing Rules & Regulations	Initial	Within 90 days of effective date of the Contract and as amended	Operating Plan, Sec. 2 E
<b>Annual</b>			
Hours of Operation	Annually	90 days prior to proposed date.	Operating Plan, Sec. 2 A
Management Listing	Annually	March 1	Operating Plan, Sec. 8 A (1)a
Employee Handbook	Annually	All handbooks will be provided 30 days prior to release; updated copies will be provided annually	Operating Plan, Sec. 2 F (6) (f)
Annual Rate Change	Annually	At least 60 days prior to anticipated implementation dates.	Operating Plan, Sec. 2 B (2)
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 14(b)
Annual Concessioner Financial, Visitor Use and Operational Statistics Report	Annually	60 days after end of calendar year	Operating Plan, Sec. 8 A (2) (e)
<b>Monthly</b>			
Monthly Concessioner Financial, Visitor Use and Operational Statistics Report	Monthly	By the 15th day of the following month for each month of operation	Operating Plan, Sec.8 A (2)
Comment Card Summary	Monthly	By the 15 <sup>th</sup> of the following month	Operating Plan Sec. 2 D (6)
Franchise Fee	Monthly	By the 15 <sup>th</sup> day of the following month of each month of operations	Contract, Sec. 11 (b); Operating Plan Sec. 8 B

<b>SUMMARY INITIAL AND RECURRING DUE DATES</b>			
<b>Title</b>	<b>Schedule</b>	<b>Due Date</b>	<b>Reference</b>
Monthly Safety Report	Monthly	By the 15 <sup>th</sup> day of the following month of each month of operations	Operating Plan, Sec. 2 G
<b>Miscellaneous Reports and Data</b>	As required	The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the contract or otherwise, including, but not limited to, operational information.	Contract, Sec 15 (c)

**Effective**                   , 200\_\_

**By:** \_\_\_\_\_

Superintendent

Zion National Park

**EXHIBIT B ATTACHMENT TABLE OF CONTENTS**

<b><u>ATTACHMENT</u></b>	<b><u>TITLE</u></b>	<b><u>REFERENCE</u></b>
A.	Area Core Menu Guidelines	Section 2) B) (1) (b)
B.	Gift Shop Mission Statement	Section 7) C) (2)
C.	Step-On Guide Service	Section 7) D)